



County Turnback Agreement Relinquishment - Roads Previously Constructed			Organization and Address
Agreement Number TB			Section / Location
State Route	Control Section	Region	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "COUNTY."

WHEREAS, the STATE has constructed or improved the section of state route as shown above, and

WHEREAS, the STATE has constructed, reconstructed, or rearranged certain county roads, frontage roads, access roads, intersections, ramps, crossings, and/or other pertinent features, and

WHEREAS, it is necessary to describe the division of responsibility of the STATE and COUNTY in the ownership, maintenance, and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 36.75.090 and pursuant to WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings," and in consideration of the terms, conditions, covenants, and performance contained herein or attached and incorporated and made a part hereof. IT IS MUTUALLY AGREED AS FOLLOWS:

I INITIAL INSPECTION

A joint maintenance inspection by representatives of the STATE and COUNTY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

II COMPLETION INSPECTION

Upon completion of construction of the deficiencies listed on Exhibit "A", an inspection by representatives of the STATE and COUNTY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The COUNTY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

III TRANSFER OF JURISDICTION

Subsequent to the receipt of the COUNTY's letter of acceptance, the STATE will notify the COUNTY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The COUNTY agrees to accept said rearranged county roads, frontage roads, cul-de-sacs, and other features, including right of way, access control, and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

- | | |
|---------------|--|
| Red | Indicates construction and rights of way to be conveyed to the COUNTY. |
| Blue | Indicates easements to be conveyed to the COUNTY. |
| Yellow | Indicates nonoperating properties to be conveyed to the COUNTY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color. |

Green Indicates areas within the highway right of way to be maintained and reconstructed by the COUNTY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

Orange Indicates access control and access rights to be conveyed to the COUNTY. These rights may be maintained or disposed of by the COUNTY and any revenue resulting from said disposal shall be placed in the COUNTY's road fund and used exclusively for road purposes.

Brown Indicates access control and access rights to be conveyed to the COUNTY. These rights shall be maintained by the COUNTY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

IV CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the COUNTY a recordable conveyance of those features shown in red, blue, yellow, orange, and/or brown color on the plans marked Exhibit "A". The conveyance will be recorded pursuant to RCW 65.08.095.

The forthcoming instrument will be subject to the following restrictions:

(NO FEDERAL PARTICIPATION)

It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the grantor. Revenues resulting from any vacation, sale, or rental of this property, or any portion thereof, shall be placed in the grantee's road/street fund and used exclusively for road/street purposes, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

(FEDERAL PARTICIPATION)

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the grantor. It is also understood and agreed that the grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the grantor, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the grantee and grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

V LEGAL RELATIONS

No liability shall attach to the STATE or COUNTY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

COUNTY

By _____

Date _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____
Region Administrator